personal rights. 1 TIEDEMAN, ST. AND FED. CONTROL OF PERS. AND PROP., § 44. In cases of great public danger, courts will go to the greatest extent and give the widest discretion in reviewing regulations adopted by boards of health. *Blue* v. *Beach,* 155 Ind. 121, 56 N. E. 89; *Jew Ho* v. *Williamson,* 103 Fed. 10. But that the courts have the power of reviewing the manner of the enforcement of their powers and seeing that the means has some relation to the object in view, is well settled. *Wong Wai* v. *Williamson,* 103 Fed. 1; *Aaron* v. *Broiles,* 64 Tex. 316, 53 Am. Rep. 764; *Viemeister* v. *White,* 179 N. Y. 235, 72 N. E. 97. In cases of extreme danger the health of the individual may be sacrificed for the protection to the public as a whole. *Markham* v. *Brown,* 37 Ga. 277, 92 Am. Dec. 73. But the question of the health of an individual is always to be considered in cases where he may be required to be removed for the public good. Several of the statutes give such boards power to remove diseased or infected persons, provided it does not endanger the life of the person. *Whidden* v. *Cheever,* 76 Am. St. Rep. 154, 69 N. H. 142, 44 Atl. 908. In other cases it has been recognized that a board might act in such an arbitrary manner, in reference to particular persons, as to go far beyond what was reasonably required for the safety of the public. *Wisconsin etc. R. Co.* v. *Jacobson* 179 U. S. 287, 301, 45 L. ed. 194, 201; *Viemeister* v. *White* (supra). In such cases where it is a question of considering the public safety to the injury to the individual, the discretion of the board is not questioned, unless bad faith is shown. *Whidden* v. *Cheever,* (supra). *Hengehold* v. *Covington* 22 Ky. Law. Rep. 462, 57 S. W. 495. The board of health having been selected by the people to protect the public safety, a court, it would seem, should be allowed to interfere only in a clear case, and if the facts in the principal case, justified the court's interference, it would seem, at least, an extreme case and a dangerous precedent.

INJUNCTION—TRADE SECRETS—CONFIDENTIAL EMPLOYMENT—RIGHT TO ENJOIN DISCLOSURE—The complainant claims to own a secret formula and process of manufacture. The defendant employee was under contract with the complainant not to disclose any trade secret. The defendant rival concern, had previously, when owned by other people, made efforts to learn trade secrets of the complainant. The present defendant company has employed the complainant's former employee, but no efforts have been shown by either defendant employer or employee to disclose said secret. The complainant, however, seeks an injunction to restrain the employee from disclosing and the defendant company from receiving or using said trade secret. *Held,* a motion for preliminary injunction should be denied. *H. B. Wiggins Sons' Co.* v. *Cott* (1909),—C. C. D., Conn.—, 169 Fed. 150.

This case is interesting in that it shows the extent to which courts of equity have gone in protecting a secret in trade. Equity has now clearly recognized this secret in trade as property, in so far that it will protect trade secrets by injunction as against those who seek to disclose or use them by a violation of a confidential relation or contract stipulation. PAUL, TRADE MARKS, § 217, *Peabody* v. *Norfolk,* 98 Mass. 452, 96 Am. Dec. 664; *C. F. Simmons Medicine Company* v. *Simmons,* 81 Fed. 163. A contract relation

is not at all essential, it is sufficient that a confidential relation exist so that a disclosure or use of such secret would amount to a breach of faith, *Vulcan Detinning Co.* v. *Am. Can Co.*, 67 N. J. Eq. 243; 58 Atl. 290; *Sanitos Nut Food Co.* v. *Cemer*, 134 Mich. 370, 96 N. W. 454; 2 STORY EQ. JUR. ed. 13, § 952. Although the courts are not agreed upon the reason for such interference, it would seem that whether the knowledge of the secret by another be evidenced by an express contract not to disclose, or the court imply a contract because of the relation, the party who has obtained this knowledge is in a quasi trust relation to the owner of the secret, and it is this trust relation that a court of equity will primarily protect. "Where the confidential relationship has existed, equity fastens an obligation upon his conscience not to divulge such knowledge, and enforces the obligation when necessary by injunction." 1 HIGH, INJ. Ed. 4, p. 19. Where one honestly comes into possession of a trade secret and does not, in securing possession of the same, violate any contract or confidential relation, the courts will not interfere to prevent his making such use of the same as he may see fit. *Stewart* v. *Hook*, 118 Ga. 445, 45 S. E. 369, 63 L. R. A. 255, *Chadwick* v. *Covell* 151, Mass. 190, 23 N. E. 1068, 6 L. R. A. 839; *Watkins* v. *Landon*, 52 Minn. 389, 54 N. W. 193, 38 Am. St. Rep. 560. Where the court is satisfied that the ulterior purpose of employing another's servant is to acquire the trade secrets of the master, it will interfere. *Stone* v. *Goss & Grasselli Chemical Co.*, 65 N. J. Eq., 756, 55 Atl. 736, 63 L. R. A. 344. The confidential relation must have existed in some form and an actual breach or clear intention to betray such confidence be shown to justify a court in granting so drastic a measure of relief. But, as in the principal case, the mere opportunity to do wrong and a suspicion in the mind of the employer that wrong will be done are not sufficient.

INSURANCE—CONSTRUCTION OF CLAUSE, "DEATH CAUSED BY THE BURNING OF A BUILDING." In an action on an accident insurance policy, among other causes, insuring against the effects of injury "if caused by the burning of a building while the said person is therein," *held*, that death caused by the burning of the contents of a room, thereby scorching a door of the room, is not within the terms of the policy. (VANN and HAIGHT, JJ., dissenting.) *Houlihan* v. *Preferred Accident Ins. Co. of New York* (1900), — N. Y. —, 89 N. E. 927.

While the proposition laid down by the majority opinion that where there is no ambiguity in a policy, it must be construed according to the plain and ordinary meaning of the terms, and perhaps, also, that a provision such as that in the principal case requires a burning of the building itself in whole or in part, may be true, there is strong argument that the terms *were* ambiguous, and even if not, that a part of the building *was* burned according to the ordinary meaning of the term. In the first place the insurance policy should be liberally construed in favor of the insured so as not to defeat his claim to indemnity, if possible, and he should be given the benefit of any doubt. MAY, INSURANCE, § 175; *Rickerson* v. *Hartford Fire Ins. Co.*, 149 N. Y. 307; *McMaster* v. *New York Life Ins. Co.*, 183 U. S. 25. The dissenting opinion